

ORIGINAL

NEW APPLICATION



0000104669

Litigation & Regulatory
22001 Loudoun County Parkway
Ashburn, VA 20147

RECEIVED

2009 NOV -5 A.M. 4:3
November 4, 2009

AZ CIVIL DIVISION
DOCKET CONTROL

Transmittal No. 09-10

VIA FEDERAL EXPRESS

Mr. Ernest Johnson
Utilities Director
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

T-03394A-09-0514

Re: **Verizon Business Services: Tariff No. 3**
Grandfather Fund language; Revise Flex T1 Plan (Enhanced Package) language
T-03394A

Dear Mr. Johnson,

Please find attached an original and thirteen (13) copies of revisions to MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business") Long Distance Tariff No. 3.

The following pages are being revised:

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1	10	215	1
2	8	226.4	2
59	1	226.5	2
213	1	226.6	2

Verizon Business proposes the following, and respectfully requests an effective date of December 5, 2009:

1. Grandfather Fund description language and fund deposit language found in Checkbook Plan 2004 and Regional Checkbook Plan 2004; and
2. Revise Flex T1 Plan (Enhanced Package) language.

If you have any questions in this matter, please do not hesitate to contact me at either (703) 886-6778 or sonja.jeter@verizonbusiness.com.

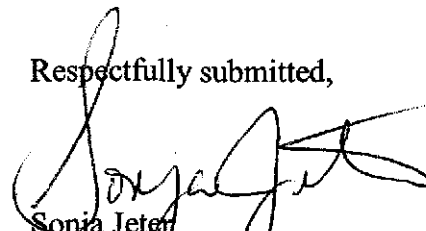
Arizona Corporation Commission

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Respectfully submitted,


Sonja Jeter
Tariff Administrator
Verizon Business

Enclosure

CHECK SHEET

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6	Original	50	Original	94	Original
7	Original	51	Original	95	Original
8	Original	52	Original	96	Original
9	Original	53	Original	97	Original
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11	Original	55	Original	99	Original
12	Original	56	Original	100	Original
13	Original	57	Original	101	Original
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30	Original	74	Original	118	1
31	Original	75	Original	119	1
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33	Original	77	Original		
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Issued: November 5, 2009
Docket No:

Sonja Jeter
Tariff Administrator
22001 Loudoun County Parkway, E1-3-216
Ashburn, VA 20147

Effective: December 5, 2009

CHECK SHEET

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141	1	185	Original	226.3	Original
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IV. FUND¹

With the Fund, eligible Customers will receive specific dollar amounts which may be deposited into accounts in the names of those Customers. These amounts may be utilized toward the purchase by Customers of Company and participating vendors' products and services that have been pre-approved by Company for the use of Fund dollars.

Eligible dollar amounts are defined as promotional dollars available with the subscription to (a) certain promotions of Verizon Business Services, (b) certain Option B, Option C, network MCI One and Long Distance Voice Services promotions, and (c) certain Special Customer Arrangements. Any employee or agent of the Customer may place orders for vendors' products using the Customer's Fund account. Unless otherwise specified in this tariff, the Customer may choose to convert the balance in its Fund account to invoice credits. The invoice credit amount, upon Customer's request, will be applied on a pro-rata basis to the Customer's first invoice following the end of the annual period in which the Customer makes such request and in each subsequent 12-month period of the Customer's term of service.

If the Customer subscribes to and terminates Company service, any balances remaining in the Fund at the time of termination will be forfeited. The Company may choose to apply the remaining Fund as invoice credits to offset amounts owed to the Company. If the Customer's service agreement expires, the Company has the right to forfeit any remaining Fund balance 30 days from the date of expiration. Any promotional amount(s) previously used towards participating vendor products or Company invoice credits may be charged back to the Customer upon termination.

The Company may, at any time, choose to discontinue this offering, in which case it will provide notice to each participating Customer. Any Fund balance remaining upon the completion of one full billing period following notice of discontinuance will be forfeited. Any dollar amounts in the Customer's Fund account which are forfeited by the Customer will become the property of the Company.

The Fund balance will be unavailable to a Customer during any period in which the Customer has failed to comply with the Payment Arrangements specified in this tariff or satisfy a monthly annual volume commitment set forth in the Customer's Company service agreement.

V. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS.

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company may also enter into ICB arrangements in response to a Customer request for special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not otherwise offered under this tariff. Company, at its option, may provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

¹ As of December 5, 2009, the Fund option will not be available for Customers who do not already have the plan in their Agreement.

X. STATE SPECIFIC PLANS AND PROGRAMS (Cont'd)

6. Checkbook Plan 2004

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a credit, not to exceed \$100,000 per Customer, equal to 5% of the Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit") which Customer will receive as: i) a credit on an invoice or ii) a one-time deposit to the Customer's Fund account, depending on the version of this plan that is in the Agreement [...].

Invoice Credit: For Customers who elect to receive the credit as an invoice credit, the credit will be applied:

- in the sixth monthly period following the Effective Date of the Agreement for a Customer who commits to a 1-year Agreement Term ,
- in an amount which equals 50 percent of the credit amount in each of the sixth and eighteenth monthly periods following the Effective Date of the Agreement for a Customer who commits to a 2-year Agreement Term , and
- in an amount which equals 33.33 percent of the credit amount in each of the sixth, eighteenth and thirtieth monthly periods following the Effective Date of the Agreement for a Customer who commits to an Agreement Term which equals or exceeds three years.

Fund Deposit: ¹ For Customers who elect to receive the credit as a Fund deposit, the credit will be applied within the first two billing cycles following the Effective Date of the Agreement. Fund benefits are not transferable. Any and all tax liabilities and shipping costs arising from participation in the Fund are solely the responsibility of Customer. Company is not liable for products, services, and warranties, express or implied, of participating vendors. The Customer may convert its Fund account balance to invoice credits, which will be applied on a pro-rata basis to Customer's first invoice following the end of the annual period in which the Customer makes such request and in each subsequent 12 month period of the customer's Term. Fund deposits earned by Customer as a result of signing this Agreement are not renewable under this Agreement.

¹ As of December 5, 2009, the Fund option will not be available for Customers who do not already have the plan in their Agreement.

X. STATE SPECIFIC PLANS AND PROGRAMS (Cont'd)

7. Regional Checkbook Plan 2004

Offer: Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement"), Customer will receive a credit, not to exceed \$100,000 per Customer, equal to 10% of the Total Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit") which Customer will receive as: i) a credit on an invoice or ii) a one-time deposit to the Customer's Fund account, depending on the version of this plan that is in the Agreement.

Invoice Credit: For Customers who elect to receive the credit as an invoice credit, the credit will be applied:

- in the sixth monthly period following the Effective Date (as defined in the Agreement) of Customer's Agreement for a Customer who commits to a 1-year Agreement Term,
- in an amount which equals 50 percent of the credit amount in each of the sixth and eighteenth monthly periods following the Effective Date of the Agreement for a Customer who commits to a 2-year Agreement Term, and
- in an amount which equals 33.33 percent of the credit amount in each of the sixth, eighteenth and thirtieth monthly periods following the Effective Date of the Agreement for a Customer who commits to an Agreement Term which equals or exceeds three years.

Fund Deposit:¹ For Customers who elect to receive the credit as a Fund deposit, the credit will be applied within the first two billing cycles following the Effective Date of the Agreement. Fund benefits are not transferable. Any and all tax liabilities and shipping costs arising from participation in the Fund are solely the responsibility of Customer. Company is not liable for products, services, and warranties, express or implied, of participating vendors. The Customer may convert its Fund account balance to invoice credits, which will be applied on a pro-rata basis to Customer's first invoice following the end of the annual period in which the Customer makes such request and in each subsequent 12 month period of the customer's Term. Fund deposits earned by Customer as a result of signing this Agreement are not renewable under this Agreement.

Eligibility: Customer must:

- enroll in this Plan in a signed Agreement with the Company;
- execute a contract for MCI Legacy Company-provided service after December 1, 2003 under which Customer subscribes under term of service which equals or exceeds one year U.S. Private Line Services, Verizon Business Services (VBS) II and VBS III Long Distance Voice Services, and/or MCI Legacy Company-provided exchange service; and,
- demonstrate to the Company's reasonable satisfaction that it will accept a competitor's offer in the absence of any further inducement from the Company to subscribe to, or remain subscribed to MCI Legacy Company-provided service.

¹ As of December 5, 2009, the Fund option will not be available for Customers who do not already have the plan in their Agreement.

X. STATE SPECIFIC PLANS AND PROGRAMS

18. Contract Renewal Plan

Subject to the Conditions below, a Customer renewing their Verizon Business service agreement ("Agreement") will receive a one-time credit, not to exceed \$6000, equal to 3% of the Annual Volume Commitment of the Agreement (the "Renewal Credit").

Customer will receive the credit in the fourth month following the Effective Date of the Agreement.

Conditions

1. This offer is not available to Customers who only subscribe to Company Intrastate Long Distance services in the state of Maryland.
2. Customer must sign and submit the Agreement with Company that includes the Plan.
3. The Renewal credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Company, termination or underutilization charges associated with term plans or program commitments, or disputed charges.
4. If Customer terminates all services under the Agreement prior to the month the credit is to be applied, the Customer will not be eligible to receive the credit.
5. The credit may only be applied against invoices for services provided, under this Agreement, by MCI Legacy Company.

19. Flex T1 Plan (Enhanced Package)

Subject to the conditions below, Customers under a Verizon services agreement ("Agreement") who simultaneously order services included in the "Flex T1 Plan (Enhanced Package)" which consists of: 1) Flexible T1 Service (a Local Service) with two Local DID Blocks; 2) Long Distance Voice Services (LD) Outbound service; 3) Long Distance Voice Services (LD) Inbound (Toll Free) Switched; and 4) the related customer premises equipment (CPE) specified in the guide(Plan Services) will receive the following plan/promotional monthly recurring charges (MRCs) specified in the guide for the Term of the Agreement, based on the length of the Term Customer committed to in the Agreement (Commitment Period):

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(T)

X. STATE SPECIFIC PLANS AND PROGRAMS

19. Flex T1 Plan (Enhanced Package) (Cont'd)

Plan Service- Enhanced Package					
Flexible T-1 Service- comprised of the following:	Quantity	MRC Before Discount (see No. 7 in Conditions, below)			
Local Service-CLEC ^a (Trunks or Lines) ^b (12 Channels)	1 Unit of 12 channels)	\$358.47 (Total for 12 channels)			
Local Service-CLEC ^a (Trunks or Lines) ^{b*} (At least 1 of the 12 Channels must be Data)	12 Channels	\$29.87 per channel			
Local DID Block (if Local Trunks purchased) ^c (20 DIDs per Block)	2 Block	\$6.25 ^d			
Inbound (Switched) Toll- Free Number ^e	1	\$30.00 ^f			
2500 Outbound LD Minutes ^g		\$80.00 ^f			
^a Local Access loop Included ^b For Local Lines, standard feature packages are included at no charge. Feature Option A and/or Voicemail are available at an additional charge(s). ^c DID Block are only available with Local Trunks, not Local Lines. ^d Standard current Guide pricing ^e Standard Dedicated / Local Termination Rate Per Minute Applies. ^f Standard current Guide pricing; no further discounts may be applied. ^g Usage beyond 2,500 minutes will incur overage charges as specified in Customer's Flexible T1 Service Attachment.					

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(T)
(T)
(T)

Conditions

1. New and renewing Customers must sign an Agreement with a 2 or 3 year Term commitment.
2. Existing Customers must have a minimum of 24 months remaining on their Term commitment.
3. This plan is available only for Plan Services under the VBS II or VBS III pricing plans.
4. Customer service location is eligible to receive the benefits of this plan providing:
 - a. The location is in a state within the U.S. Mainland excluding South Dakota; and,
 - b. The plan services are available in Customer's local service area (check the Guide for availability:
http://www.verizonbusiness.com/external/service_guide/reg/is_table_states.htm).

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(T)

X. STATE SPECIFIC PLANS AND PROGRAMS

19. Flex T1 Plan (Enhanced Package) (Cont'd)

Conditions (Cont'd)

5. Orders may be expedited, but applicable expedite fees will apply.
6. Circuits receiving the benefits of this plan may not receive the benefits of any of the following promotions/plans: Internet T1 and NxT1 IP Port Only; LD Voice - Outbound 60; LD Voice - 20K Minute Package for T1/PRI (BSG); LD Voice - 300 / 500 / 800 Minute Packages for Business Lines/Local Lines and Trunks (BSG); LD Voice - Inbound 60; LD Voice - Wireline to Wireless; Local Voice - Line Rewards 60; Local Voice - PRI / T1 Rewards 60 Promotions; Local Voice - PRI Renewal Offer; and the Local Voice - Multi-State Metered T1/ ISDN PRI Program. (T)
7. The Service Package discount set forth in Customer's Agreement for VBS II or VBS III applies and is in lieu of all other discounts.
8. Plan Services are a bundled offering. Therefore, Company reserves the right to discontinue Plan Services pricing if Customer terminates one of the Plan Services and thereby impairs the integrity of the bundled offering.